

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 10	
2. AMENDMENT/MODIFICATION NO. 40		3. EFFECTIVE DATE 08-Jul-2015		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY NAWCTSD 253 12211 SCIENCE DRIVE (25362) ORLANDO FL 32826-3224		CODE N61340		7. ADMINISTERED BY (If other than item 6) DEFENSE CONTRACT MANAGEMENT AGENCY EAST DCMA BALTIMORE 217 EAST REDWOOD ST. SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) L B & B ASSOCIATES INC. RICK FRANZ 9891 BROKENLAND PKWY STE 400 COLUMBIA MD 21046-3005				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N61340-11-D-1007-0002			
				X 10B. DATED (SEE ITEM 13) 04-Aug-2011			
CODE 0V349		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.243-1 Change Order							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: nunez15773 The purpose for this supplemental modification pursuant to FAR 52.243-1 Change Order is as follows: 1. Add [REDACTED] to SLIN 1530AB Premium Time - Norfolk (MSC), to Section B, for 48 hrs at a rate of [REDACTED]/hr from 29Jun15 - 15Aug15; 2. Add [REDACTED] to SLIN 1532AB Premium Time - San Diego (MSC), to Section B, for 36 hrs at a rate of [REDACTED]/hr from 29Jun15 - 15Aug15; 3. Add [REDACTED] to SLIN 154604 Funding for New port CIS (SWOS), to Section B, for 1,670 hours from 01Jul15 - 15Aug15; 4. Correct PoP in Section B for SLINs 150104 and 150904 (CNSL) from 30Mar15 - 15Aug15 to 01Feb15 - 15Aug15; 5. Add DFARS clause 252.201-7000 Contracting Officer's Representative to Section G; 6. Update DFARS 252.232-7007 Limitation of Government's Obligation, Section I, with total amount funded for Fiscal Year 15 of \$3,276,574.50; 7. Add NAVAIR clause 5252.242-9511 contract Administration Data to Section I; 8. Update Attachment 5, Price Breakout Worksheet (PBW), Mod 40, Section J.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) AYANA GRAHAM (25362) / CONTRACTING OFFICER TEL: 407-380-4012 EMAIL: ayana.graham@navy.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY [REDACTED] (Signature of Contracting Officer)		16C. DATE SIGNED 08-Jul-2015	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$164,801.00 from \$9,490,607.24 to \$9,655,408.24.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 150104

The CLIN extended description has changed from Contractor Instructor Services' funding for 30 Mar 2015 - 15 Aug 2015) in the amount of [REDACTED] to Contractor Instructor Services' funding for 01 Feb 2015 - 15 Aug 2015 in the amount of [REDACTED].

SUBCLIN 150904

The CLIN extended description has changed from Incremental Funding in support of Contractor Instructor Services in the amount of [REDACTED] from 30 Mar 15 - 15 Aug 15. to Incremental Funding in support of Contractor Instructor Services in the amount of [REDACTED] from 01 Feb 15 - 15 Aug 15..

CLIN 1546

The unit price amount has increased by [REDACTED] from [REDACTED].

The total cost of this line item has increased by [REDACTED] from [REDACTED].

SUBCLIN 1530AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1530AB	Funding for Premium Time- Norfolk FFP Funding for 48 hours of Premium Time (PT) in Norfolk. FOB: Destination PURCHASE REQUEST NUMBER: 1300459056-0001	48	Hours		

MAX
NET AMT

ACRN BH
CIN: 130045905600004

PSC Code J069

SUBCLIN 1532AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1532AB	Funding for Premium Time- San Diego FFP Funding for 36 hours of Premium Time (PT) in San Diego. FOB: Destination PURCHASE REQUEST NUMBER: 1300459056-0001	36	Hours		

MAX
NET AMT

ACRN BH
CIN: 130045905600005

PSC Code J069

SUBCLIN 154605 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
154605		UNDEFINED		UNDEFINED	\$0.00

Funding for NSS Instructors Newport, RI

FFP

SWOS funding for an additional 1,670 hours, for a total amount of [REDACTED], for a period of performance of 29 June 2015 - 15 August 2015.

FOB: Destination

PURCHASE REQUEST NUMBER: 1300455297-0004

 MAX
NET AMT

\$0.00

ACRN BF

CIN: 130045529700007

PSC Code J069

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 1530AB:

INSPECT AT
DestinationINSPECT BY
GovernmentACCEPT AT
DestinationACCEPT BY
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 1532AB:

INSPECT AT
DestinationINSPECT BY
GovernmentACCEPT AT
DestinationACCEPT BY
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 154605:

INSPECT AT
DestinationINSPECT BY
GovernmentACCEPT AT
DestinationACCEPT BY
Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to SUBCLIN 1530AB:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 29-JUN-2015 TO
15-AUG-2015

N/A

N/A
FOB: Destination

The following Delivery Schedule item has been added to SUBCLIN 1532AB:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 29-JUN-2015 TO
15-AUG-2015

N/A

N/A
FOB: Destination

The following Delivery Schedule item for CLIN 1546 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-AUG-2014 TO 15-AUG-2015	N/A	NAWCTSD LOGISTICS RAYMOND RODRIGUEZ 12350 RESEARCH PARKWAY, DEFLOREZ BLDG ORLANDO FL 32826-3275 407-380-4210 FOB: Destination	N61340

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-AUG-2014 TO 15-AUG-2015	N/A	NAWCTSD LOGISTICS CINDY CALDERON 1221 SCIENCE DRIVE DEFLOREZ BLDG ORLANDO FL 32826-3224 (407) 380-4482 FOB: Destination	N61340

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$164,801.00 from \$9,490,262.39 to \$9,655,063.39.

SUBCLIN 1530AB:

Funding on SUBCLIN 1530AB is initiated as follows:

ACRN: BH

CIN: 130045905600004

Acctng Data: 97X4930 ND2A 252 32205 0 000033 2F 118795

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: 01000002528B

SUBCLIN 1532AB:

Funding on SUBCLIN 1532AB is initiated as follows:

ACRN: BH

CIN: 130045905600005

Acctng Data: 97X4930 ND2A 252 32205 0 000033 2F 118795

Increase: [REDACTED]

Total [REDACTED]

Cost Code: 01000002528B

SUBCLIN 154605:

Funding on SUBCLIN 154605 is initiated as follows:

ACRN: BF

CIN: 130045529700007

Acctng Data: 1751804 22M8 252 63190 0 068566 2D CA0036

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: 631905A1926Q

The following have been added by reference:

252.201-7000 Contracting Officer's Representative DEC 1991

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

Functions Retained	Retained for Performance By:
FAR 42.302(a)(3)	PCO and Contract Specialist
FAR 42.302(a)(4)	NAWCTSD IPT, PCO and/or Contract Specialist
FAR 42.302(a)(42)	NAWCTSD IPT

FAR 42.302(a)(44)	NAWCTSD IPT
FAR 42.302(a)(58)	PCO and COR
FAR 42.302(a)(59)	PCO and Contract Specialist

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

Additional Functions	Retained for Performance By:
N/A	N/A

(c) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil/index.html>.

The following have been modified:

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) 1501 through 1549 are incrementally funded. For these item(s), the sum of **\$3,276,574.50** of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract for FY15:

August 13, 2014	\$ 365,146.31
September 30, 2014	\$1,097,942.32
October 15, 2014	\$1,147,022.37
October 29, 2014	\$17,056.00
January 07, 2015	\$73,560.00
January 15, 2015	\$13,068.93
February 2, 2015	\$6,400.00
March 31, 2015	\$391,577.57
June 29, 2015	\$164,801

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Exhibits

CDRLs --- DD Forms 1423:

Exhibit A001 – Contract Funding Status Report (CFSR)

Exhibit A002 – Conference Minutes

Exhibit A005 – Contractor Inventory/Utilization Report of GFP/GFI

Exhibit A006 – Mobilization CI Contractor Performance Summary Report

Exhibit A007 – CI Contractor Performance Summary Report

Exhibit A009 – Quality System Plan

Note: CDRL numbers A003, A004 and A008 not used.

Attachments

Attachment 1	Statement_of_Work_(SOW)_Addendum_B_(CIS)_NSS__RFP_22APR2011_CH 2 Appendix B01_NSST_28_Mar_11_CH1 Appendix B02 CH 1 Littoral Combat Ship (LCS) Shiphhandling Trainer Attachment 1- ATG Atlantic, Norfolk VA Ch2 24Oct11 Attachment 2- ATG Pacific, San Diego CA Ch2 24Oct11 Attachment 3- ATG Mayport FL Ch2 24Oct11 Attachment 4- ATG Northwest, Everett WA Ch2 24Oct11 Attachment 5- ATG MIDPAC, Pearl Harbor HI Ch2 24Oct11 Attachment 6- ATG USNB, Sasebo Japan Ch2 24Oct11 Attachment 7- ATG USNB, Yokosuka Japan Ch2 24Oct11 Appendix B003 SWOSCOLCOM NSS Instructors
Attachment 2	CDRL Addressee List Rev 1
Attachment 3	DD Form 254 – Contract Security Classification Specification
Attachment 4	Quality Assurance Surveillance Plan (QASP)
Attachment 5	Price Breakout Worksheet (PBW) Mod 40 for NSS Plus Up of Hours and MSC Additional Hours
Attachment 6	Government Furnished Equipment (GFE) List
Attachment 7	NSS Site Specific Contact Information
Attachment 8	Data Item Transmittal Form NAWCTSD 4330/60 Rev 2

(End of Summary of Changes)

